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APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.
09/942,642	08/31/2001	Yoshiya Okamoto	1095.1195	8809

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EXAMINER

AKINTOLA, OLABODE

ART UNIT	PAPER NUMBER
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3691

SHORTENED STATUTORY PERIOD OF RESPONSE	MAIL DATE	DELIVERY MODE
3 MONTHS	03/08/2007	PAPER

Please find below and/or attached an Office communication concerning this application or proceeding.

If NO period for reply is specified above, the maximum statutory period will apply and will expire 6 MONTHS from the mailing date of this communication.

Office Action Summary

Application No.

09/942,642

Applicant(s)

OKAMOTO ET AL.

Examiner

Olabode Akintola

Art Unit

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-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) OR THIRTY (30) DAYS, WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

Status

- 1) ☒ Responsive to communication(s) filed on 28 December 2006.
- 2a) ☒ This action is **FINAL**. 2b) ☐ This action is non-final.
- 3) ☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

Disposition of Claims

- 4) ☒ Claim(s) 2-9, 11 and 12 is/are pending in the application.
- 4a) Of the above claim(s) _____ is/are withdrawn from consideration.
- 5) ☐ Claim(s) _____ is/are allowed.
- 6) ☒ Claim(s) 2-9, 11 and 12 is/are rejected.
- 7) ☐ Claim(s) _____ is/are objected to.
- 8) ☐ Claim(s) _____ are subject to restriction and/or election requirement.

Application Papers

- 9) ☐ The specification is objected to by the Examiner.
- 10) ☐ The drawing(s) filed on _____ is/are: a) ☐ accepted or b) ☐ objected to by the Examiner.
- Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).
- Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).
- 11) ☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

Priority under 35 U.S.C. § 119

- 12) ☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).
- a) ☐ All b) ☐ Some * c) ☐ None of:
1. ☐ Certified copies of the priority documents have been received.
 2. ☐ Certified copies of the priority documents have been received in Application No. _____.
 3. ☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).
- * See the attached detailed Office action for a list of the certified copies not received.

Attachment(s)

- | | |
|--|---|
| 1) <input checked="" type="checkbox"/> Notice of References Cited (PTO-892) | 4) <input type="checkbox"/> Interview Summary (PTO-413)
Paper No(s)/Mail Date. _____ |
| 2) <input type="checkbox"/> Notice of Draftsperson's Patent Drawing Review (PTO-948) | 5) <input type="checkbox"/> Notice of Informal Patent Application |
| 3) <input type="checkbox"/> Information Disclosure Statement(s) (PTO/SB/08)
Paper No(s)/Mail Date _____ | 6) <input type="checkbox"/> Other: _____ |

DETAILED ACTION

Claim Rejections - 35 USC § 103

The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.

The factual inquiries set forth in *Graham v. John Deere Co.*, 383 U.S. 1, 148 USPQ 459 (1966), that are applied for establishing a background for determining obviousness under 35 U.S.C. 103(a) are summarized as follows:

1. Determining the scope and contents of the prior art.
2. Ascertaining the differences between the prior art and the claims at issue.
3. Resolving the level of ordinary skill in the pertinent art.
4. Considering objective evidence present in the application indicating obviousness or nonobviousness.

Claims 2-9 and 11-12 are rejected under 35 U.S.C. 103(a) as being unpatentable over Stout, Jr. et al (USPN 5878404) (Stout) in view of Szlam (USPN 6868395) (Szlam).

Re claim 2-5, 8-9 and 11-12: Stout teaches a method of inviting a debtor to alter of contract contents concerning payment terms of a loan, the method comprising: extracting target customers satisfying conditions for being a defaulting debtor or being a candidate defaulting debtor from all debtors (col. 6, lines 15-45; col. 9, lines 7-10); simulating a new payment plan based on new contract contents, based on an access from the target customer; and altering the present contract contents to the new contract content when the target customer consents to the alteration to the new contract contents based on a result of the simulation (col. 6, lines 15-49).

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Stout does not explicitly teach the step of notifying each of the target customers, by postal mail or E-mail, of an invitation to alter present contract contents of the loan to allow relaxation of payment terms, and an address of a Web site at which an application to alter the present contract contents is received. Szlam teaches the step of notifying each of the extracted debtors, by postal mail or E-mail, of an invitation to alteration of present contract contents to other contract contents which allow relaxation of payment terms, and an address of a Web site at which an application for the alteration of the present contract contents is received (col. 12, lines 12-34). It would have been obvious to one of ordinary skill in the art at the time of the invention to modify Stout to include the aforementioned step as taught by Szlam. One would have been motivated to do as a means of allowing the debtor to review, select and complete the information and options via the web (Szlam: col. 12, lines 32-34).

Re claim 6: Stout teaches the step wherein conditions for extracting each of the target customers during the generation of the reminder data are satisfied when default events by the debtor have occurred a predetermined number of consecutive times or smaller consecutive times, the debtor has lived at an identical address for a predetermined number of years or longer, the debtor has a job, and the debtor is of a predetermined age or older (col. 6, lines 21-23).

Re claim 7: Stout teaches the step wherein in the simulation of the new payment plan, a remaining debt curve chart representative of changes in an outstanding loan balance with respect to monthly payment under altered payment terms is also displayed (col. 4, lines 26-43).

Response to Arguments

Applicant's arguments filed 12/28/2006 have been fully considered but they are not persuasive.

In response to applicant's argument that Stout (col. 6, lines 15-23 and 32-37) teaches away from the extracting and notifying steps of claim 2 because they expressly exclude delinquent debtors from offers to refinance their loan. Examiner respectfully disagrees. While the Stout reference teaches excluding delinquent debtors from offers to refinance, the claimed invention recites an alternative: extracting target customers satisfying conditions for being a defaulting debtor **or *being a candidate defaulting debtor from all debtors.*** Examiner broadly interprets this alternative as a potential defaulting debtor. As such, the examiner asserts that debtors (non-defaulting) can be potential defaulting debtor. It does not necessarily mean that they are defaulting debtors, but they can be candidates as the claim recites. Therefore the claim limitation still reads on the Stout reference by providing candidate defaulting debtors with offers to refinance.

Also, Stout at col. 6, lines 21-23 teaches allowing rate adjustment for debtor that have not exceeded a prescribed number of late payments. These categories of debtors are also candidate defaulting debtors, meeting the claim limitation.

In response to applicant's argument that there is no suggestion to combine the references, the examiner recognizes that obviousness can only be established by combining or modifying the teachings of the prior art to produce the claimed invention where there is some teaching, suggestion, or motivation to do so found either in the references themselves or in the knowledge generally available to one of ordinary skill in the art. See *In re Fine*, 837 F.2d 1071, 5

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USPQ2d 1596 (Fed. Cir. 1988) and *In re Jones*, 958 F.2d 347, 21 USPQ2d 1941 (Fed. Cir. 1992).

In this case, the motivation to combine can be found in Szlam at col. 12, lines 32-34.

Conclusion

The prior art made of record and not relied upon is considered pertinent to applicant's disclosure.

Neely (USPN 6044362) discloses electronic invoicing and payment system.

THIS ACTION IS MADE FINAL. Applicant is reminded of the extension of time policy as set forth in 37 CFR 1.136(a).

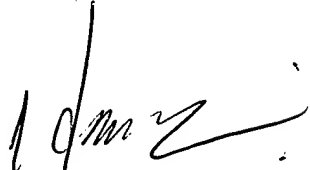
A shortened statutory period for reply to this final action is set to expire THREE MONTHS from the mailing date of this action. In the event a first reply is filed within TWO MONTHS of the mailing date of this final action and the advisory action is not mailed until after the end of the THREE-MONTH shortened statutory period, then the shortened statutory period will expire on the date the advisory action is mailed, and any extension fee pursuant to 37 CFR 1.136(a) will be calculated from the mailing date of the advisory action. In no event, however, will the statutory period for reply expire later than SIX MONTHS from the mailing date of this final action.

Any inquiry concerning this communication or earlier communications from the examiner should be directed to Olabode Akintola whose telephone number is 571-272-3629. The examiner can normally be reached on M-F 8:30AM -5:00PM.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, Alexander Kalinowski can be reached on 571-272-6771. The fax phone number for the organization where this application or proceeding is assigned is 571-273-8300.

Information regarding the status of an application may be obtained from the Patent Application Information Retrieval (PAIR) system. Status information for published applications may be obtained from either Private PAIR or Public PAIR. Status information for unpublished applications is available through Private PAIR only. For more information about the PAIR system, see <http://pair-direct.uspto.gov>. Should you have questions on access to the Private PAIR system, contact the Electronic Business Center (EBC) at 866-217-9197 (toll-free). If you would like assistance from a USPTO Customer Service Representative or access to the automated information system, call 800-786-9199 (IN USA OR CANADA) or 571-272-1000.

OA



HANI M. KAZIMI
PRIMARY EXAMINER